

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

DOUGLAS G. LENNEY, ESQUIRE  
**ARCHER & GREINER, P.C.**  
1025 Laurel Oak Road  
Voorhees, NJ 08043  
Telephone: (856) 673-3936  
Facsimile: (856) 795-0574  
Email: dlenney@archerlaw.com

*Attorneys for All Jays Enterprises, Inc., Cappy Brothers Transport, Inc., CBTI, Inc., and Joseph T. Capriglione*

In Re:

MICHAEL MOSHE COHEN,

Debtors.

Chapter 13

Case Number: 23-10086 (SLM)

**RESERVATION OF RIGHTS TO CHAPTER 13 PLAN**

All Jays Enterprises, Inc., Cappy Brothers Transport, Inc., CBTI, Inc., and Joseph T. Capriglione (together, the “All Jays Parties”), by and through its undersigned attorneys, hereby submits this response and reservation of rights to the Debtor’s Chapter 13 Plan [ECF No. 135] (the “Plan”), filed on behalf of Michael Moshe Cohen, the above-captioned debtor (the “Debtor”), and in support thereof, respectfully sets forth as follows:

**I. *Background***

1. All Jays Enterprises, Inc. was a New Jersey corporation engaged primarily in the business of storing and warehousing coffee inventory
2. Cappy Brothers Transport, Inc. was a New Jersey Corporation primarily engaged in the trucking business, most commonly but not exclusively shipping coffee inventory.
3. CBTI, Inc. was a New Jersey Corporation and the parent company of both All Jays

Enterprises, Inc. and Cappy Brothers Transport, Inc.

4. In or around 2018, Cohen approached Capriglione about purchasing the assets of All Jays Enterprises, Inc. and Cappy Brothers Transport, Inc. (the “Companies”). At the time, both companies were profitable and had accumulated assets sufficient to profitably operate their respective businesses.

5. On September 20, 2019, the Capriglione and Cohen’s Company, Fr8 Zone, Inc. (“Fr8”) entered into an Asset Purchase Agreement (the “Agreement”) and later an amendment (the “Amendment”) under which Cohen was supposed to pay a total of \$900,000 for the Companies.

6. In December 2019, Cohen effectively took over the Companies and their assets by, among other things, moving into the main office, placing a lockbox on the Companies’ mailbox, and otherwise controlling all commercial aspects of the Companies. Using this control, Cohen drained the Companies’ accounts and diverted monies coming into the Companies

7. To date, Cohen has not paid any part of the \$900,000 due under the Agreement and Amendment or returned any of the monies converted from the Companies.

8. On June 24, 2020, instead of making payments due under the Agreement and Amendment, Cohen, through Fr8, instituted a lawsuit against Capriglione and the Companies in the Federal District Court for the District of New Jersey, Case No. 2:20-cv-05560 (the “District Court Action”). Capriglione and the Companies Counterclaimed, and the Court then entered a default judgment against Fr8 in the amount of \$1,419,346.

9. On January 4, 2023, the Debtor filed for protection under Chapter 7 of the Bankruptcy Code. The Debtor did not provide notice to the All Jays Parties or schedule the District Court Action.

10. On March 25, 2024, without notice of the Bankruptcy Case, All Jays instituted an action against Cohen in New Jersey State Court, Docket No. OCN-L-000785-24, seeking to pierce the corporate veil and hold Cohen liable for the judgment against Fr8, as well as to hold him individually liable for fraud, conversion, and fraudulent transfers under N.J.S.A. § 25:2-20 et seq.

11. On June 24, 2024, the Court entered the *Order Conditionally Converting Case to Chapter 13; Denying Chapter 7 Trustees Motion to Approve Sale of Real Property; and Granting Related Relief* [ECF No. 128].

12. On July 10, 2024, the Debtor filed the Chapter 13 Plan.

***II. Reservation of Rights***

13. The All Jays Parties expressly reserve all rights, remedies, claims, defenses, and setoffs with respect to the nature, extent, and/or validity of the All Jays Parties claims, made or to be made, including but not limited to, objection to dischargeability, and all responses to any potential objections made by the Debtor, a trustee, or any other party in interest in the above-captioned Bankruptcy Case.

ARCHER & GREINER  
A Professional Corporation

Dated: August 7, 2024

By: /s/ Douglas G. Leney  
Douglas G. Leney, Esquire  
1025 Laurel Oak Road  
Voorhees, NJ 08043  
Telephone: (856) 673-3936  
Facsimile: (856) 795-0574  
Email: dleney@archerlaw.com

*Attorneys for All Jays Enterprises, Inc., Cappy Brothers Transport, Inc., CBTI, Inc., and Joseph T. Capriglione*